



207 Waiver

Title

Legal Description / Ads

Policy or Appeals

Correspondence Between Legal & Staff

Letter of Authorization



Commitment for Title Insurance

Issued by

Old Republic National Title Insurance Company

subject to conditions and
stipulations as set forth herein

Thank you for choosing

Premier Title Agency

As Your Title Company

Contact Information:

2910 E. Camelback Rd., Suite 100

Phoenix, AZ 85016

Phone: (602) 491-9660

Fax:

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Premier Title Agency
Policy Issuing Agent for Old Republic National Title Insurance Company

Premier Title Agency COMMITMENT

Commitment Issued By:

Order Number: A-106622
Amendment 2

Premier Title Agency

2910 E. Camelback Rd., Suite 100

Phoenix, AZ 85016

Escrow Officer: Rich Newton
Phone: (602) 224-0400
Fax: (602) 794-6522
Escrow Officer Email: rnewton@ptanow.com
Email Loan Docs To:

Customer Reference:

Property Address: 2527 North Hayden Road, Scottsdale, AZ 85257

Dated as of October 5, 2018
Title Officer: Kelly Wilson
Title Officer Email: kwilson@ptanow.com

EXPLANATION OF CHARGES

2006 ALTA Standard Owners Policy	\$4,073.00
	\$0.00
Total Estimated Charges:	\$4,073.00

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In an effort to assure that your transaction goes smoothly, please review the following checklist and contact your escrow officer or title officer if you answer "Yes" to any of the following questions:

- **Will you be using a Power of Attorney?**
- **Are any of the parties in title incapacitated or deceased?**
- **Has a change in marital status occurred for any of the Principals?**
- **Will the property be transferred into a trust, partnership, corporation or limited liability company?**
- **Has there been any construction on the property in the last 6 months?**

Remember, all parties signing documents must have a driver's license or other valid photo ID. It is recommended that all documents be signed in blue ink.

ALTA Commitment for Title Insurance

Issued by Old Republic National Title Insurance Company

**NOTICE**

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued By:
Premier Title Agency
2910 E. Camelback Rd., Suite 100
Phoenix, AZ 85016
Agent ID: A02447


Authorized Countersignature

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By



President

Attest



Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": a mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in the Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I – Requirements established under state statutes at the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and the Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions
- (d) Schedule A;
- (e) Schedule B, Part I – Requirements
- (f) Schedule B, Part II – Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I – Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

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(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I – Requirements have been met to the satisfaction of the Company.

(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

(d) The deletion or modification of any Schedule B, Part II – Exceptions does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies.

The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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NOTICE
FEDERAL FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA)

Upon the sale of United States real property, by a non-resident alien, foreign corporation, partnership or trust, the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA), and as revised by the Tax Reform Act of 1984 (26 USCA 897 (C)(1)(A)(1) and 26 USCA 1445), Revised by the Path Act of 2015, These changes may be reviewed in full in H.R. 2029, now known as Public Law 114-113. See Section 324 of the law for the full text of FIRPTA changes. Effective February 27, 2016, the amendments to FIRPTA contained in the PATH Act have increased the holdback rate from 10% of gross proceeds to 15% of gross proceeds of the sale, regardless of whether the actual tax due may exceed (or be less than) the amount withheld if ANY of the following conditions are met:

1. If the amount realized (generally the sales price) is \$300,000 or less, and the property will be used by the Transferee as a residence (as provided for in the current regulations), no monies need be withheld or remitted to the IRS.
2. If the amount realized exceeds \$300,000 but does not exceed \$1,000,000, and the property will be used by the Transferee as a residence, (as provided for in the current regulations) then the withholding rate is 10% on the full amount realized (generally the sales prices)
3. If the amount realized exceeds \$1,000,000, then the withholding rate is 15% on the entire amount, regardless of use by the Transferee. The exemption for personal use as a residence does not apply in this scenario.

If the purchaser who is required to withhold income tax from the seller fails to do so, the purchaser is subject to fines and penalties as provided under Internal Revenue Code Section 1445.

Escrow Holder will, upon written instructions from the purchaser, withhold Federal Income Tax from the seller and will deposit said tax with the Internal Revenue Service, together with IRS Forms 8288 and 8288-A. The fee charged for this service is \$25.00 payable to the escrow holder.

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Premier Title Agency
Policy Issuing Agent for Old Republic National Title Insurance Company

COMMITMENT - SCHEDULE A

1. Commitment Date: March 12, 2019 at 5:00PM
2. Policy or Policies to be Issued:

2006 ALTA Standard Owners Policy

Proposed Insured:	Liability:	Premium:
City of Scottsdale	\$1,600,000.00	\$4,073.00

Proposed Insured:	Liability:	Premium:
		\$0.00

3. The estate or interest in the Land described or referred to in this Commitment and covered herein is:

Fee

4. Title to said estate or interest covered herein is at the effective date hereof vested in:

HAYDEN VIRGINIA, LLC, an Arizona limited liability company

5. The land referred to in this Commitment is described as follows:

See Exhibit "A" Attached For Legal Description

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Exhibit "A"

Legal Description

Parcel 1:

That part of the Northwest quarter of Section 36, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

COMMENCING at the Northwest corner of Section 36, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

Thence South 00 degrees 24 minutes 00 seconds East, 1530.07 feet along the West line of said Section 36 to the POINT OF BEGINNING;

Thence North 89 degrees 36 minutes 00 seconds East, 265.00 feet;

Thence South 00 degrees 24 minutes 00 seconds East, 1129.28 feet parallel to the West line of said Section 36 to a point on the East-West mid-section line of said Section 36;

Thence South 89 degrees 45 minutes 20 seconds West, 265.00 feet to the West quarter corner of said Section 36;

Thence North 00 degrees 24 minutes 00 seconds West, 1128.56 feet along the West line of said Section 36 to the POINT OF BEGINNING;

EXCEPT the West 40 feet; and

EXCEPT the South 928 feet thereof; and

EXCEPT all minerals, ores and metals of every kind and character, and all coal, asphaltum, oil, gases, fossils and other like substances reserved in the Patent from the State of Arizona recorded in Book 160 of Deeds, page 355.

Parcel 2:

That part of the West half of the Northwest quarter of Section 36, Township 2 North, Range 4 East of the Gila and Salt River Base and Meridian, described as follows:

BEGINNING at the Northwest corner of said Section 36;

Thence South 00 degrees 24 minutes 00 seconds East, 1392.07 feet to the TRUE POINT OF BEGINNING;

Thence North 89 degrees 36 minutes 00 seconds East, 65 feet;

Thence along a curve whose central angle is 90 degrees and whose radius point lies North 89 degrees 36 minutes 00 seconds East, a distance of 12.00 feet;

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Thence North 89 degrees 36 minutes 00 seconds East, 73.00 feet;

Thence along a curve whose central angle is 09 degrees 04 minutes 10 seconds and whose radius point lies North 00 degrees 24 seconds 00 minutes West, 200.00 feet, a distance of 31.66 feet;

Thence along a curve whose central angle is 09 degrees 04 minutes 10 seconds and whose radius point lies South 09 degrees 28 minutes 10 seconds East, 200.00 feet, a distance of 31.66 feet;

Thence North 89 degrees 36 minutes 00 seconds East, 51.95 feet;

Thence South 00 degrees 24 minutes 00 seconds East, 155 feet;

Thence South 89 degrees 36 minutes 00 seconds West, 265 feet;

Thence North 00 degrees 24 minutes 00 seconds West, 138 feet to the TRUE POINT OF BEGINNING;

EXCEPT the West 33 feet of said West half of the Northwest quarter as set forth in the Patent from the State of Arizona recorded in Book 160 of Deeds, page 355; and

EXCEPT the East 7 feet of the West 40 feet of that portion of said West half of the Northwest quarter conveyed to Maricopa County in Quit Claim Deed recorded in Docket 2514, page 557; and

EXCEPT all minerals, ores and metals of every kind and character, and all coal, asphaltum, oil, gases, fossils and other like substances reserved in the Patent from the State of Arizona recorded in Book 160 of Deeds, page 355.

SCHEDULE B - Part I REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Record.
5. THE RIGHT IS RESERVED by the Company to make additional exceptions and/or requirements should additional information be provided that changes or modifies the proposed transaction beyond the scope of that defined by Schedule A of this Commitment for Title Insurance.
6. APPROVAL by the Legal Department of the Company of this Commitment prior to close of escrow and issuance of policy.

PLEASE NOTE: SOME COVERAGE, INCLUDING MECHANIC'S LIEN, CERTAIN ENDORSEMENTS, ETC., MAY REQUIRE ADDITIONAL TIME TO OBTAIN APPROVAL. NOTIFY US ABOUT ANY REQUESTED ADDITIONAL COVERAGE AS SOON AS POSSIBLE TO AVOID DELAYS.

7. REQUIREMENT SATISFIED - PAY First Installment 2018 taxes, Parcel No. 131-02-110B and 131-02-110N.
8. RECORD FULL RELEASE of Notice and Claim of Sewer Lien

Dated: June 13, 2018

Claimant: City of Scottsdale

Against: Hayden Virginia LLC

In the principal amount of: \$120.49, plus additional charges if any

Recorded: June 13, 2018 in [Document No. 2018-452223](#)

9. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation(s), please contact the Title Department immediately for further review prior to closing.

Upon confirmation by the owner of no open Deeds of Trust or Mortgages encumbering the Land described herein, furnish the Company with Affidavit of No Open Deeds of Trust or Mortgages.

10. SUBMIT fully executed copy of the Operating Agreement (and all amendments) of Hayden Virginia, LLC, a(n) Arizona limited liability company for examination OR, IN LIEU thereof, sworn Affidavit that this limited liability

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company has elected to not be governed by an operating agreement. THE RIGHT IS RESERVED to make additional requirements upon said examination.

11. SUBMIT fully executed copy of the partnership agreement (and all amendments) of 4OKREI LP, a(n) Arizona limited partnership for examination. THE RIGHT IS RESERVED to make additional requirements upon such examination.

NOTE: Member of Hayden Virginia, LLC.

12. RECORD Deed from HAYDEN VIRGINIA, LLC, an Arizona limited liability company to the parties to be insured herein.

COMPLIANCE with A.R.S. 11-1133, which states that an affidavit must be completed by a seller and a buyer and appended to a deed or contract for the sale of real estate which is presented for recording. Pursuant to A.R.S. 1134 A & B, the affidavit and fee required by this article may not apply to certain deeds and/or transfers of title. If a document is exempt, the Exemption Code must appear on the face of the document.

TAX NOTE: 2018 Tax Parcel # 131-02-110B and 131-02-110N [link to updated tax sheets](#) [link to Assessor map](#)

PRIOR to recording, obtain current tax information from:

Maricopa County Treasurer

301 W. Jefferson

Phoenix, AZ 85003

Phone: (602) 506-8511

<http://treasurer.maricopa.gov/index.htm>

Vesting Information: [link to vesting deed in 2017-842178](#)

NOTE: Arizona Revised Statutes Section 6-483 regulates the disbursement of funds by escrow agents. Funds received by Premier Title Agency via wire transfer may be disbursed upon receipt. Other types of payments may delay closing of your transaction. You should contact your escrow officer directly to obtain wiring instructions.

The County Recorder may not accept documents for recording which do not comply with Arizona Revised Statutes 11-480 which, among other things, requires the following:

- a. Print must be ten-point type (pica) or larger.
- b. Margins of at least one-half inch along the left and right sides, one-half inch across the bottom, and on the first page at least two inches on top for recording and return address information.
(NOTE: Nothing must be contained in the margin areas, including initials)
- c. Each instrument shall be no larger than 8 ½ inches in width and 14 inches in length.

Due to changes in Arizona Revised Statutes the County Recorder may not accept for recording any document containing any more than five numbers that are reasonably identifiable as being part of an individual's Social Security Number, Credit Card, Charge Card or Debit Card Numbers, Retirement Account Numbers, Savings, Checking or Securities Entitlement Account Numbers.

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Premier Title Agency

Policy Issuing Agent for Old Republic National Title Insurance Company

TITLE AND DOES NOT CREATE AND SHALL NOT BE THE BASIS OF ANY CLAIM FOR NEGLIGENCE, NEGLIGENCE MISREPRESENTATION OR OTHER TORT CLAIM OR ACTION. THE SOLE LIABILITY OF COMPANY AND ITS TITLE INSURANCE AGENT SHALL ARISE UNDER AND BE GOVERNED BY THE CONDITIONS OF THE COMMITMENT.

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Premier Title Agency
Policy Issuing Agent for Old Republic National Title Insurance Company

SCHEDULE B - Part II EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, RESTRICTON, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I – Requirements are met.
2. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
7. Any lien or right to a lien for services, labor or material not shown by the public records.
8. Any action by the County Assessor and/or Treasurer, altering the current or prior tax assessment, subsequent to the date of the Policy of Title Insurance.
9. INTENTIONALLY DELETED - Taxes and assessments collectible by the County Treasurer, Second Installment a lien payable but not yet due for the year 2018.
10. Right of Way for road as shown on Map recorded in [Book 2 of Road Maps, page 14](#).
11. Right of Way for road as shown on Map recorded in [Book 11 of Road Maps, page 44](#).
12. Easement for road or highway, and rights incident thereto, terms, conditions, liabilities and/or obligations, as set forth in instrument recorded in [Docket 3673, page 598](#).

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13. Easement for road or highway, and rights incident thereto, terms, conditions, liabilities and/or obligations, as set forth in instrument recorded in [Docket 10474, page 1328](#).
14. All matters disclosed by survey recorded in [Book 1316 of Maps, page 24](#).
15. All matters disclosed by survey recorded in [Book 1422 of Maps, page 9](#).
16. NEW ITEM - Taxes and assessments collectible by the County Treasurer, a lien not yet due and payable for the year 2019.
17. NEW ITEM - All matters disclosed by survey recorded in [Book 1446 of Maps, page 4](#).

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PRIVACY POLICY NOTICE

Purpose Of This Notice

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of a persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document which notifies you of the privacy policies and practices of:

Montana Title and Escrow Company
National Closing Solutions, Inc.
National Closing Solutions of Alabama, LLC
National Closing Solutions of Maryland, Inc.
Texas National Title

Placer Title Company
Placer Title Insurance Agency of Utah
Premier Title Agency
North Idaho Title Insurance Company
Wyoming Title and Escrow Company

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as an application or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finances, securities and insurance.
- Nonfinancial companies such as envelope stuffers and other fulfillment service providers.

We do not disclose any nonpublic personal information about you with anyone for any purpose that is not specifically permitted by law.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



FACTS	WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?
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Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and employment information • Mortgage rates and payments and account balances • Checking account information and wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Questions	Go to www.oldrepublictitle.com (<i>Contact Us</i>)
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Who we are	
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.

What we do	
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy .
How does Old Republic Title collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Give us your contact information or show your driver's license • Show your government-issued ID or provide your mortgage information • Make a wire transfer <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • Sharing for non-affiliates to market to you. <p>State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies</p> <ul style="list-style-type: none"> • Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial and non-financial companies.</p> <ul style="list-style-type: none"> • Old Republic Title does not share with non-affiliates so they can market to you
Joint Marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you.

- Old Republic Title doesn't jointly market.

Other Important Information

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from your or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at www.oldrepublictitle.com and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

Affiliates Who May be Delivering This Notice

American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement, LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				

EXHIBIT "A"

Legal Description Road and Utility Easement Abandonment & Release

Road & Utility

~~A RELEASE OF ALL~~ THAT CERTAIN 2.00 FOOT WIDE EASEMENT GRANTED TO THE CITY OF SCOTTSDALE AS DESCRIBED IN DOCKET 10474, PAGE 1328, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED WITHIN PARCEL 1, ACCORDING TO DOCUMENT NO. 2017-0842178, RECORDS OF MARICOPA COUNTY, ARIZONA.

Land Survey Review By:

Dwayne Haught

Phone: (480) 312-2723

e-mail: dhaught@scottsdaleaz.gov

Review Cycle: 1 Date: 04/16/2019



EXPIRES 03/31/20



TERRAMARK
LAND SURVEYING

24654 N. LAKE PLEASANT PKWY #103-163
PEORIA, AZ 85383
P. 480-440-1748
F. 623-777-1782

www.terramarksurveying.com

PROJ. NO.: 99037

PROJ. NAME.:

PAGE: 1 OF 1

DATE: 02/21/19

EXHIBIT "B"

Road and Utility Easement Abandonment & Release

book 11 page 44 designated a county road way, it not provide for a conveyance
between a grantor & grantee nor was it a condemnation that adjudicated



1"=50'

N. HAYDEN ROAD

APN: 131-02-110B
PARCEL NO.2
DOC. NO. 2017-0842178, MCR.

EX. 16' PUBLIC ALLEY
BK.91 OF MAPS, PG.50

2' road & utility EASEMENT
DKT. 10474, PG. 1328, MCR
abandoned & RELEASED

APN: 131-02-110N
PARCEL NO.1
DOC. NO. 2017-0842178, MCR.

~~EX. 40' R/W~~
~~BK.11, PG.44, MCR~~

EX. 25' EASEMENT FOR
HIGHWAY PURPOSES
DKT. 3673, PG. 598

APN: 131-02-110P



EXPIRES 03/31/20



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PROJ. NO.: 999037

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PAGE: 1 OF 1

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EXHIBIT "B"

RELEASE OF EASEMENT

APN: 131-02-110B
PARCEL NO.2
DOC. NO. 2017-0842178, MCR.

EX. 16' PUBLIC ALLEY
BK.91 OF MAPS, PG.50

2' EASEMENT
DKT. 10474, PG. 1328, MCR
RELEASED

APN: 131-02-110N
PARCEL NO.1
DOC. NO. 2017-0842178, MCR.

EX. 40' R/W
BK.11, PG.44, MCR

EX. 25' EASEMENT FOR
HIGHWAY PURPOSES
DKT. 3673, PG. 598

APN: 131-02-110P



1"=50'



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RELEASE OF EASEMENT

A RELEASE OF ALL THAT CERTAIN 2.00 FOOT WIDE EASEMENT GRANTED TO THE CITY OF SCOTTSDALE AS DESCRIBED IN DOCKET 10474, PAGE 1328, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED WITHIN PARCEL 1, ACCORDING TO DOCUMENT NO. 2017-0842178, RECORDS OF MARICOPA COUNTY, ARIZONA.



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